



General Purchase Conditions of the AMAZONEN-WERKE H. DREYER SE & Co. KG and BBG Bodenbearbeitungsgeräte Leipzig GmbH & Co. KG, AMAZONE S.A. Forbach, AMAZONE Technology Kft., Schmotzer Hacktechnik GmbH & Co. KG

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1. Application of the GPC, Execution of the Contract, Modifications of Performance:

(1) The following General Purchase Conditions (GPC) apply for all business and contractual relationships between any of the aforementioned companies of the AMAZONE Group ("Principal") and the Contractor.

(2) The basis of the contract shall exclusively be the General Purchase Conditions (GPC) laid down as follows. Conditions laid down by the contractor ("Contractor") conflicting with or differing from these GPC shall only be recognized by the principal ("Principal") if the principal expressly consents to the application in writing. These GPC shall also apply where the principal accepts or pays for the supply or the performance in awareness of conditions laid down by the contractor that conflict with or differ from the GPC.

(3) These GPC shall also apply for any future business with the contractor to the extent that it is similar business.

(4) Purchase orders and call-offs as well as modifications and amendments thereto require the written form.

(5) Oral agreements of any kind – including subsequent modifications and amendments of these GPC – require the written confirmation by the principal in order to be effective.

(6) The contractor is obliged to accept the purchase order within two weeks from the date of the purchase order. Call-offs shall become binding unless the contractor objects within 5 working days following receipt.

(7) The principal may request modifications to the delivery item with regard to construction and execution as far as reasonable for the contractor. The implications with regard to an increase or a decrease in costs as well as the delivery dates shall be settled appropriately by mutual agreement.

2. Prices:

(1) The prices agreed upon are fixed prices as a principle and shall apply free domicile unless a different agreement has been made and written down. Packaging costs are included in the price.

(2) Quotations are binding. They need not be remunerated unless expressly agreed upon otherwise.

3. Delivery Periods, Delivery Dates:

(1) The delivery periods and dates indicated in the purchase order are binding. The reservation of timely self-delivery in particular shall be excluded. The receipt of goods at the place of destination mentioned in the purchase order shall be decisive for meeting the delivery period or the delivery date.

(2) In the event that circumstances arise or found by the contractor that result in a non-compliance with the delivery periods or delivery dates agreed upon, the contractor is required to immediately notify the principal of the reason and the expected duration of the delay in delivery.

(3) In the event of a delay in delivery, the principal is entitled to demand a contractual penalty amounting to 0.5% of the delivery value per week completed, however, a maximum of 5%. The principal shall be entitled to claim such contractual penalty apart from performance; the principal undertakes to communicate the reservation of a contractual penalty to the contractor at the latest within 10 working days, calculated from the receipt of the late delivery.

Further claims and rights shall be reserved.

(4) The unconditional acceptance of the late delivery shall not be deemed a waiver of the claims for compensation the principal is entitled to; this shall apply until the complete payment of the remuneration owed by the principal for the relevant delivery is made.

(5) Partial deliveries are impermissible as a principle unless the principal expressly consented and such deliveries are reasonable for the principal. In case of delivery before the delivery date agreed upon, the payment period shall only begin on the day of the delivery date originally agreed upon.

(6) In the event that the economic situation of the contractor deteriorates in a way that the performance of the contract is seriously at risk, he shall suspend his payments (even temporarily); if an application for the opening of insolvency proceedings against him is filed and refused as unfounded, or the execution of insolvency proceedings is refused due to a lack of assets, the principal shall be entitled to withdraw from the contract for the part not performed. The principal shall be entitled to complete withdrawal, provided that the partial performance is of no interest to the principal.

4. Shipment:

The shipment provisions mentioned in the order shall be complied with. Each delivery must be accompanied by a delivery note indicating our PO no. with PO item and part number.

5. Performances:

(1) Deliveries and performances provided by the contractor shall be provided pursuant to the state of the art. They have to comply with relevant legal provisions, guidelines of the European Parliament/Council as well as the security recommendations of the competent German trade associations (e.g. DIN, VDE, ZWEI, VDI, EletroV etc.).

(2) The contractor shall be obliged to test the products pursuant to the general German industrial standards and to provide the principal with the test results free of charge. The principal shall be entitled to test the products. These tests shall not be deemed an acceptance. To the extent provided in the purchase order to that effect, the factory standards indicated therein shall apply in addition. The contractor shall be provided with the documentation on factory standards at his request.

(3) The contractor guarantees the accuracy and completeness with regard to the contents of the documentation and calculations to be prepared by him.

(4) Reservations about the form of execution will be immediately communicated to the principal by the contractor.

(5) The contractor shall be solely responsible for complying with the accident prevention regulation. Deliveries must comply with environmental regulations, in particular the regulation on hazardous working materials. Written disposal notes etc. must be also sent if environmental regulations prescribe a special disposal.

(6) In the event of a deficiency detected, the contractor ensures a batch traceability by marking and archiving of the purchase/production/delivery chain.

(7) The contractor is required to inform the principal on the change status if it differs from the purchase order or is not clearly defined in the PO.

(8) For discrepancies in weight, that weight shall apply which was determined by the principal in the notice of receipt unless the contractor proves that the weight calculated by him was correctly determined by a generally recognized method. This shall correspondingly apply to quantity deviations.

6. Payment, Assignment:

(1) The principal shall pay within 20 working days with 3% discount or within 60 days net from maturity of the payment due date and receipt of invoice as well as goods unless otherwise agreed upon in writing with the contractor.

(2) The principal shall be entitled to the legal offsetting and retaining rights to the full extent.

(3) The principal is entitled to assign any and all claims from the purchase contract without the consent of the contractor. The contractor may assign his contractual claims neither in whole nor in part to third parties without the express written consent from the principal. Section 354 a of the German Commercial Code shall remain unaffected by this.

7. Warranty:

(1) The principal shall be entitled to make legal deficiency claims without limitation. The principal shall be entitled in any case to demand remedial action or delivery of a new item from the contractor, whichever the principal

chooses. The right to compensation, in particular the right to compensation instead of performance, shall be expressly reserved.

(2) The warranty also refers to the full extent to parts provided by subcontractors of the contractor.

(3) Deficiency claims – no matter on what legal ground – shall be subject to a limitation period of 36 months following passing of risks (delivery or acceptance). Longer legal limitation periods shall remain unaffected by this.

(4) In the event that the contractor fulfils his obligation of remedial by replacement delivery, the limitation period for the goods delivered as a replacement shall recommence unless the contractor expressly and correctly reserved the right to merely perform the replacement delivery as a gesture of goodwill for the event of a subsequent delivery.

(5) In the event that the contractor fails to begin with corrective measures immediately following the principal's request for remedy, the principal shall be entitled in urgent cases to perform such remedy himself or have it performed by third parties at the expense of the contractor, in particular for the averting of acute risks or the prevention of larger damages.

8. Product Liability / Insurance Cover:

(1) Provided that the contractor is responsible for a product damage, he is obliged to release the principal of compensation claims made by third parties on first demand provided that the cause lies in his domain and organizational area and he himself is liable in relation to third parties.

(2) In this respect, the contractor shall also be obliged to reimburse potential expenses incurred during or affiliated with a recall measure taken by the principal. The principal shall notify the contractor – as far as feasible and reasonable – of contents and scope of the recall measures to be taken and shall give the contractor the opportunity to make a statement. Other legal claims shall remain unaffected by this.

(3) The contractor undertakes to take out a product liability insurance with a cover of EUR 5 million – flat – per personal injury / material damage. In the event that the principal is entitled to damages exceeding this sum, such damages shall be unaffected by this. The contractor is required to transmit a duplicate of the applicable insurance contract to the principal upon request.

9. Incoming Goods Inspection:

The acceptance shall be made with the reservation of an examination for freedom of defects, in particular also for accuracy and completeness to the extent feasible in the due course of business. This verification shall be made pursuant to the "skip lot" principle. Deficiencies will be contested by the principal immediately after detection. The contract shall waive the objection of a delayed defect complaint to that extent.

10. Third Party Property Rights, Compliance with Legal Provisions:

(1) The contractor warrants that there is no infringement of any patents or other property rights held by third parties at home and abroad by his delivery/performance and the use thereof. Where the delivery or performance provided by the contractor infringes third party property rights, the contractor shall release the principal of claims brought forward by the holders of such rights as far as he is responsible.

(2) In the event that the use of the delivery by the principal is affected by existing third party property rights, the contractor is required to either obtain the relevant permit or to modify or replace the affected parts of the delivery at his own expense in such a way that the use is no longer affected by third party property rights and the use simultaneously complies with the contractual agreements.

11. Means of Production and Secrecy:

(1) The principal reserves his ownership and property rights to all documentation provided to the contractor in connection with the purchase order such as samples, drawings and models. The same shall apply to tools as well as other aids and means of production that the principal hands over or provides to the contractor or that the contractor manufactures on behalf of the principal. The processing or remodelling executed by the contractor will be made following the written release by the principal on behalf of and for the account of the principal.

(2) Documents are to be immediately surrendered to the principal unless the contractor accepts the purchase order within the period laid down in section 1. If the purchase order is accepted, the documentation must be returned to the principal unsolicited at the latest upon completion of the purchase order.

(3) The contractor is obliged to make use of the tools exclusively for manufacturing the products to be delivered to the principal. He is further obliged to repair and maintain the tools at his own expense. He has to immediately notify the principal of incidents.

(4) The contractor is obliged to maintain confidential all commercial or technical details not publicly known that he becomes aware of by the business relationship at present and in the future. Furthermore, the non-disclosure agreement optionally concluded shall apply. This obligation shall continue to apply following performance of the contract. It will expire if and as far as the production knowledge contained in the documentation provided has become public knowledge.

(5) Subcontractors of the contractor shall undertake the same obligation.

12. Spare Parts Procurement Obligation:

The contractor undertakes to carry out purchase orders concerning spare parts and wear parts for at least 10 years following the last supply.

13. Place of Performance, Jurisdiction:

The place of performance for all deliveries and performances shall be the place of delivery or acceptance stipulated by the principal. The court of jurisdiction shall be Osnabrueck. The principal is entitled to assert claims also with the court having jurisdiction over each place of performance.

14. Applicable Law:

The law of the Federal Republic of Germany shall apply to all business relations between the principal and the contractor under exclusion of the UN sales law.

15. Written Form, Ineffectiveness of Individual Provisions:

(1) All agreements made between the parties for the execution of this contract are laid down herein. There are no oral collateral agreements. Modifications or amendments to this contract – including this requirement of written form – require the written form.

(2) In the event that individual provisions of these conditions are ineffective in whole or in part, the validity of the remaining contract shall remain unaffected by this. The partners to the contract are obliged to replace the ineffective provision by a provision which comes as close as possible with regard to economic success.

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